# AGENDA

CITY OF TAYLOR, TEXAS
## CITY COUNCIL MEETING
CITY HALL, COUNCIL CHAMBERS, 400 PORTER STREET

JUNE 9, 2011, 6:00 P.M.

**CALL TO ORDER AND DECLARE A QUORUM**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**CITIZENS COMMUNICATION**
*(The City Council welcomes public comments on items not listed on the agenda. However, the Council cannot respond until the item is posted on a future meeting agenda.)*

**CONSENT AGENDA**
*(The Consent Agenda includes non-controversial and routine items that the Council may act on with one single vote. The Mayor or any Council member may pull any item from the Consent Agenda to discuss and act upon individually on the Regular Agenda.)*

1. Minutes for May 26, 2011. (Susan Brock)
2. Consider approving Resolution R11-16 authorizing signatories for investment and bank accounts. (Rosemarie Dennis)

**REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION**

3. Discuss and consider adopting one or more draft Illustrative Redistricting Plans for public consideration and comment. (Susan Brock; Cindy Crosby)
4. Discuss and consider scheduling a public hearing to receive comments on designated Illustrative Redistricting Plans. (Cindy Crosby)
5. Confirm reappointment of Leland Enochs to the Civil Service Commission. (Starla Hall)
6. Consider introducing Ordinance 2011-18 repealing Ordinance 76-14 regarding city landfills. (Jeff Straub)
7. Consider awarding contract for Sloan Street project. (Danny Thomas; Casey Sledge)
8. Consider Emergency Services Agreement with Williamson County. (Chief Ekiss)
9. Executive Session I. The Taylor City Council will conduct a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Government Code, and the authority contained in Section 551.087 to discuss or deliberate regarding commercial and/or financial information on a business prospect that the City of Taylor, Texas, seeks to have locate, stay, or expand in or near the City of Taylor, Texas, and with which the City of Taylor, Texas, is conducting economic development negotiations and/or deliberate the offer of financial or other incentives to the business prospect.
    - Project Venture
    - Project Lone Star
10. Executive Session II. The Taylor City Council will conduct a closed executive meeting under Section 551.071 of the Texas Government Code in order to meet with its City Attorney on a matter in which the duty of the Attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas authorize and allow such a closed meeting and which Rules conflict with the Texas Open Meetings Act.
    - Legal issues associated with the City's redistricting obligations.
11. Consider action from Executive Sessions.

**ADJOURN**

The Council may vote and/or act upon each of the items listed in this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act. I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 pm on June 6, 2011 and remained posted for at least 72 hours continuously before the scheduled time of said meeting. I further certify that the following news media was notified of this meeting: Taylor Daily Press.

In compliance with the ADA the City Hall and Council Chambers are wheelchair accessible. Reasonable accommodations will be provided for persons attending city council meetings in need of special assistance. Please contact Susan Brock, City Clerk, at least 24 hours prior to the meeting for special assistance.

Posted By: ________________________________________ Date/Time ________________________

Susan Brock, City Clerk

# *City Council Meeting*
# *June 9, 2011*
# *Agenda Item Transmittal*

| | |
|---|---|
| **Agenda Item #:** | **1** |
| **Agenda Title:** | Minutes for May 26, 2011. |
| **Council Action:** | Motion to approve or approve with corrections |
| **Initiating Department:** | City Management/City Clerk |
| **Staff Contact:** | **Susan Brock, City Clerk** |

## 1. INTRODUCTION/PURPOSE

Pursuant to the Open Meetings Law, Chapter 551, Local Government Code and in accordance with the authority contained in Section 551.021 and the City Charter, the "Minutes" of each City Council must be recorded, compiled and approved by the City Council in subsequent meetings. The purpose of this item is to conform to these legal requirements.

## 2. DESCRIPTION/ JUSTIFICATION

N/A

## 3. FINANCIAL/BUDGET

N/A

## 4. RECOMMENDATION

Approve as submitted or amend with changes noted.

## 5. REFERENCE FILES

1a. Minutes, May 26, 2011

The City Council of the City of Taylor met on May 26, 2011, at City Hall, 400 Porter St., Taylor, Texas. Mayor Donald Hill declared a quorum and called the meeting to order at 6:00 p.m. with the following present:

| | |
|---|---|
| Council Member Jesse Ancira | Jim D. Dunaway, City Manager |
| Council Member Chris Gonzales | Jeff Straub, Assistant City Manager |
| Council Member John McDonald | Ted Hejl, City Attorney |
| Council Member Chris Osborn | Susan Brock, City Clerk |

INVOCATION
Jeff Straub led the group in prayer.

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION
Ms. Veronica Lopez, 1019 Scott Street, came forward with a request to reconsider cemetery regulations regarding gravesite regulations and decorations.

CONSENT AGENDA

1. MINUTES FOR APRIL 28, and May 19, 2011.
2. APPROVE ORDINANCE 2011-15 SUP WIRELESS COMMUNICATION FACILITY.

ORDINANCE NO. 2011-15

AN ORDINANCE ALLOWING A SPECIFIC USE PERMIT FOR A WIRELESS COMMUNICATION FACILITY AS DEFINED IN THE TAYLOR ZONING ORDINANCE 2001-17, AS AMENDED, ON PROPERTY HEREIN DESCRIBED; AND PROVIDING A SAVINGS CLAUSE

3. CONCUR WITH PRELIMINARY FINANCIALS FOR APRIL, 2011.
Council Member McDonald moved to approve the consent agenda as presented and Council Member Gonzales seconded the motion. VOTE: Five voted AYE. Motion passed.

REGULAR AGENDA – REVIEW/DISCUSS & CONSIDER/ACTION:

4. PROCLAMATION: MAY IS NATIONAL HISTORIC PRESERVATION MONTH.
Mayor Hill presented a proclamation to members representing the Taylor Conservation and Heritage Society, Nell Steger and Irene Michna and Deby Lannen, Main Street Manager, recognizing May as National Historic Preservation Month.

5. CONSIDER APPROVING A LOCAL MATCH FOR A GRANT APPLICATION FROM THE BASEBALL FOR TOMORROW FUND.
Mr. Bob vanTil, Director of Community Development, presented a request to consider

approving a request to submit an application to the Baseball for Tomorrow Fund. The grant request would fund batting cages at the Taylor Regional Park and Sports Complex (TRPSC) and would include a local match of $50,000 to increase our points in the application scoring process. Council Member Ancira asked for clarification on who would have access to the equipment and was assured they would be open to the public as well as to those using the fields for scheduled games. Council Member Osborn stressed that by submitting the application the city would then be obligated to provide those funds if the grant were successful.

Council Member McDonald moved to approve the request to submit a Letter of Intent and to agree to provide a $50,000 match towards a grant application for batting cages at the TRPSC and Council Member Gonzales seconded the motion. VOTE: Four voted AYE; one vote NO (Council Member Osborn). Motion passed.

6. <u>CONSIDER LIBRARY POLICY REGARDING DISPLAYS AND DISTRIBUTION OF MATERIALS.</u>
Ms. Karen Ellis, Library Director, presented a request to consider approving a policy related to non-library materials for display at the library. The policy addresses types of materials, location of materials to be displayed, and exhibit guidelines.

Council Member Gonzales moved to approve the policy as presented and Council Member Osborn seconded the motion. VOTE: Five voted AYE. Motion passed.

*(Council adjourned into closed session at 6:30 p.m.)*

7. <u>EXECUTIVE SESSION I.</u> The Taylor City Council will conduct a closed executive meeting under Section 551.071 of the Texas Government Code in order to meet with its City Attorney on a matter in which the duty of the Attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas authorize and allow such a closed meeting and which Rules conflict with the Texas Open Meetings Act.
   - Legal issues associated with the City's redistricting obligations.

8. <u>EXECUTIVE SESSION II.</u> The Taylor City Council will conduct a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Government Code, and the authority contained in Section 551.087 to discuss or deliberate regarding commercial and/or financial information on a business prospect that the City of Taylor, Texas, seeks to have locate, stay, or expand in or near the City of Taylor, Texas, and with which the City of Taylor, Texas, is conducting economic development negotiations and/or deliberate the offer of financial or other incentives to the business prospect.
   - Project Lone Star
   - Project Drill
   - Project Pane

9. <u>CONSIDER ACTION FROM EITHER EXECUTIVE SESSION.</u>

Mayor Hill resumed the open meeting at 8:35 p.m. and stated that there was no action taken on any issue during either Executive Session.

ADJOURN
With no further business or action Mayor Hill adjourned the meeting at 8:35 p.m.

________________________________________
Donald Hill, Mayor

ATTEST:

________________________________
Susan Brock, City Clerk

# *City Council Meeting*
# *June 9, 2011*
# *Agenda Item Transmittal*

| | |
|---|---|
| **Agenda Item #:** | 2 |
| **Agenda Title:** | Consider approving Resolution R11-16, authorizing signatures on the City's investment and bank accounts. |
| **Council Action:** | Approve Resolution R11-16 by consent |
| **Initiating Department:** | Finance Department |
| **Staff Contact:** | **Rosemarie Dennis, Director of Finance** |

## 1. INTRODUCTION/PURPOSE

The purpose of this item is to update the list of authorized signatures on the City's financial accounts related to investment of local funds. Affected accounts include the City's bank accounts, investment pools and primary brokers.

## 2. DESCRIPTION/ JUSTIFICATION

This resolution will allow the City to formally update the signatures that are authorized to withdraw funds from time to time, to issue letters of instruction and to take all other actions deemed necessary or appropriate for the investment of local funds. This is a simple housekeeping matter that will occur anytime there is a new depository contract and changes in personnel.

## 3. FINANCIAL/BUDGET

## 4. TIMELINE CONSIDERATIONS

Immediate consideration is needed so the banks and investment firms may be notified of the authorized signers.

## 5. RECOMMENDATION

Staff recommends approval of Resolution R11-16 by consent.

## 6. REFERENCE FILES (Attachments)

2a. Resolution R11-16

**RESOLUTION NO. R11-16**

**THE CITY OF TAYLOR, TEXAS IS A LOCAL GOVERNMENT OF THE STATE OF TEXAS AND IS EMPOWERED TO DELEGATE TO FINANCIAL INSTITUTIONS THE AUTHORITY TO INVEST FUNDS AND TO ACT AS CUSTODIAN OF INVESTMENTS PURCHASED WITH LOCAL INVESTMENT FUNDS**

**WHEREAS,** the City of the City of Taylor, 400 Porter Street; Taylor, Texas 76574 is a local government of the State of Texas and is empowered to delegate to financial institutions the authority to invest funds and to act as custodian of investments purchased with local funds; and

**WHEREAS,** it is in the best interest of the City of Taylor to invest local funds in investments that provide for the preservation and safety of principal, liquidity and yield consistent with the Public Funds Investment Act; and

**WHEREAS**, the Texas Local Government Investment Pool, TexPool, TexStar, Citizens National Bank, City National Bank, Cutwater Asset Management (formerly, MBIA Municipal Investors Service Corporation) and Principal Financial Group, are qualified financial institutions to invest funds and to act as custodian of investments purchased with local investment funds whose investment objectives in order of priority are preservation and safety of principal, liquidity and yield consistent with the Public Funds Investment Act;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS:**

A. The individuals whose signatures appear in this Resolution are Authorized Representatives of the City of Taylor and a combination of any two of the Authorized representatives are hereby authorized to transmit funds for investment in TexPool, TexStar, Citizens National Bank, City National Bank, Cutwater Asset Management and Principal Financial Group. Any two of the Authorized Representatives are further authorized to withdraw funds from time to time, issue letters of instruction and take all other actions deemed necessary or appropriate for the investment of local funds.

B. That an Authorized Representative of the City of Taylor may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the individuals, whose signatures appear in this Resolution, are (1) deemed by the City's Management to no longer require access to the City of Taylor's TexPool, TexStar, Citizens National Bank, City National Bank, Cutwater Asset Management and Principal Financial Group accounts or (2) are no longer employed by the City of Taylor.

C. That the City of Taylor may, by amending this Resolution, add an Authorized Representative provided the additional Authorized Representative is an officer, employee or agent of the City of Taylor.

The following is a list of the Authorized Representatives of the City of Taylor:

**ORIGINALS REQUIRED**

| | | | |
|---|---|---|---|
| 1. | ______________________________ | Title: | Mayor |
| | Donald Hill_____________ | Phone: | 512-352-3675 |
| 2. | ______________________________ | Title: | City Manager |
| | Jim Dunaway__________________ | Phone: | 512-352-3675 ext. 15 |
| 3. | ______________________________ | Title: | Assistant City Manager |
| | Jeff Straub__________________ | Phone: | 512-352-3675 |
| 4. | ______________________________ | Title: | Finance Director |
| | Rosemarie Dennis______________ | Phone: | 512-352-3675 ext. 21 |
| 5. | ______________________________ | Title: | Accountant |
| | Alice Benjiman_________________ | Phone: | 512-352-3675 ext. 37 |

Any new individuals will be issued a personal identification number to transact business with TexPool, TexStar, Citizens National Bank, City National Bank, MBIA Municipal Investors Service Corporation and Principal Financial Group.

The named Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Operation Agreement with the named financial institution is:

Name: Alice Benjiman, Accountant

Email: alice.benjiman@taylortx.gov Fax: 512-352-8483

The following is an additional Authorized Representative designated to perform only inquiries of selected information. This limited representative cannot perform transactions.

| | | | |
|---|---|---|---|
| 6. | _____________________________ | Title: | City Clerk |
| | Susan Brock__________________ | | |

This Resolution and its authorization shall continue in full force and effect until amended or revoked by the City of Taylor and until TexPool, TexStar, Citizens National Bank, City National Bank, Cutwater Asset Management and Principal Financial Services receives a copy of any such amendment or revocation. This resolution is hereby introduced and adopted by the City of Taylor at its regular meeting held on this the _____ day of ________________, 2011.

**NAME OF PARTICIPANT:** City of Taylor, Texas

**By: ________________________________**

Donald R. Hill, Mayor
City of Taylor, Texas

**ATTEST:**

___________________________________
Susan Brock, City Clerk
City of Taylor, Texas

**This document supersedes all prior Authorized Representative designations.**

*City Council Meeting*
*June 9, 2011*
*Agenda Item Transmittal*

| | |
|---|---|
| **Agenda Item #:** | **3** |
| **Agenda Title:** | Discuss and consider adopting one or more draft Illustrative Redistricting Plans for public consideration and comment. |
| **Council Action to be taken:** | Approve plan(s) as presented |
| **Initiating Department:** | **City Administration** |
| **Staff Contact:** | **Susan Brock, City Clerk**<br>**Jim Dunaway, City Manager** |

## 1. INTRODUCTION/PURPOSE

This allows council and the public their first opportunity to view proposed plans for illustrative purposes.

## 2. DESCRIPTION/ JUSTIFICATION

Based on the guidelines and criteria approved by Council on April 28, 2011, these plans provide an initial working document to allow public comment prior to developing a final plan.

## 3. FINANCIAL/BUDGET

## 4. TIMELINE CONSIDERATIONS

Timeline provided indicates this step should occur in June and/or July.

## 5. RECOMMENDATION

Approve plan(s) as presented to continue the process of developing a final plan.

## 6. REFERENCE FILES

*City Council Meeting*
*June 9, 2011*
*Agenda Item Transmittal*

| | |
|---|---|
| **Agenda Item #:** | **4** |
| **Agenda Title:** | Discuss and consider scheduling a public hearing to receive comments on designated Illustrative Redistricting Plans. |
| **Council Action to be taken:** | Set date for Public Hearing |
| **Initiating Department:** | **City Administration** |
| **Staff Contact:** | **Susan Brock, City Clerk** |

## 1. INTRODUCTION/PURPOSE

As part of the steps for the redistricting process, council needs to set a date for a public hearing to receive public comment on the proposed illustrative plans.

## 2. DESCRIPTION/ JUSTIFICATION

Based on the guidelines and criteria approved by Council on April 28, 2011 the illustrative plans need to be presented for public comment prior to developing a final plan. Council will not be participating in the hearing but may attend the meeting.

## 3. FINANCIAL/BUDGET

## 4. TIMELINE CONSIDERATIONS

Allowing ample time to get the plans and notice published and posted in the newspaper and on the city website, Ms. Crosby suggests a date two to three weeks from the meeting tonight.

## 5. RECOMMENDATION

Ms. Crosby is recommending that the public hearing be scheduled within the next two or three weeks sometime before the end of the month. The Library meeting room would be available on Thursday, June 30 if you would like to have it at that time and place.

## 6. REFERENCE FILES

# *City Council Meeting*
# *June 23, 2011*
# *Agenda Item Transmittal*

| | |
|---|---|
| **Agenda Item #:** | **5** |
| **Agenda Title:** | Confirm reappointment of Leland Enochs to the Civil Service Commission. |
| **Council Action to be taken:** | Confirm reappointment of Leland Enochs for another 3 year appointment. |
| **Initiating Department:** | City Management and Human Resources |
| **Staff Contact:** | **Starla Hall**<br>**Human Resources/Civil Service Director** |

## 1. INTRODUCTION/PURPOSE

The purpose of this item on the agenda is to confirm the reappointment of Leland Enochs to the Civil Service Commission. His three year appointment expires on July 8, 2011.

## 2. DESCRIPTION/ JUSTIFICATION

**a) Background**

The Civil Service Commission consists of three members appointed by the municipality's chief executive (Jim Dunaway) and is confirmed by the governing body of the municipality. The City Council confirmed the initial appointments of Leland Enochs, Mary Chapa and Leon Nickerson to the Civil Service Commission on July 8, 2004. Members serve staggered three-year terms with the term of one member expiring each year. In making initial appointments, the chief executive shall designate one member to serve a one-year term, one member to serve a two-year term, and one member to serve a three-year term. The appointments were made as indicated below on July 8, 2004:

| | |
|---|---|
| Leland Enochs | 1 year appointment |
| Mary Chapa | 2 year appointment |
| Leon Nickerson | 3 year appointment (Term expired as of July 8, 2010) |
| Clarence Tolliver, Sr. | New member appointed July 8, 2010 |

Mr. Enochs was confirmed by the Council on June 28, 2005 for reappointment to the Civil Service Commission to serve a three year term.

**b) Issues and Analysis**

According to Section 143.006(c-1) Civil Service, Local Government Code, the municipality's chief executive may reappoint a commission member to consecutive terms. A commission member may not be reappointed to more than a third consecutive term unless the member's reappointment to a fourth or subsequent consecutive term is confirmed by a two-thirds majority of all the members of the municipality's governing body. If the City Council confirms the reappointment of Mr. Enochs he will begin serving his fourth consecutive term. Initial appointment was from 7-8-04 to 7-8-05, second term was 7-8-05 to 7-8-08, and third term was 7-8-08 to 7-8-11.

## 3. FINANCIAL/BUDGET

There is no financial impact on the City's budget due to the Civil Service Commission not receiving any pay for their services.

## 4. TIMELINE CONSIDERATIONS

Leland Enoch's term will expire on July 8, 2011.

## 5. RECOMMENDATION

Mr. Enochs has agreed to serve another three year term on the Civil Service Commission. We recommend that the City Council confirm the City Manager's reappointment of Mr. Leland Enochs to the Civil Service Commission for a three year term.

## 6. REFERENCE FILES

5a. Civil Service Roster
5b. Civil Service Commission Attendance
5c. Civil Service Application Received

| BOARD | TERM (Yrs) | MEMBER | APPOINTED | EXPIRES |
|---|---|---|---|---|
| **Civil Service Commission** | 3 | Leland Enochs<br>P. O. Box 751<br>1907 Meadow Ridge<br>(H) 352-5076<br>(O) 352-3626<br>(Fax) 365-5556 | 7-2004<br>(2005, 2008) | 7-2011 |
| | 3 | Mary Chapa<br>3009 Crystal Circle<br>(H) 365-5444 | 7-2004<br>(2006, 2009) | 7-2012 |
| | 3 | Clarence Tolliver, Sr.<br>918 Burkett<br>(H) 269-8420 | 7-2010 | 7-2013 |

# Civil Service Commission Attendance

| Commissioner Name | 07/29/2008 | 09/29/2008 | 11/19/2008 | | 01/21/2009 | 02/10/2009 | 03/23/2009 | 05/22/2009 | 11/09/2009 | 12/10/2009 | | 01/15/2010 | 09/09/2010 | 10/15/2010 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Mary Chapa | √ | √ | √ | | √ | √ | √ | √ | √ | √ | | √ | | √ |
| Leland Enochs | √ | √ | √ | | √ | √ | √ | √ | √ | √ | | √ | √ | √ |
| Leon Nickerson | √ | | √ | | | √ | | √ | | | | | | |
| Clarence Tolliver | Appointed to Civil Service Commission on 7-8-10 | | | | | -- | -- | -- | -- | -- | | -- | √ | √ |

| Commissioner Name | 01/19/2011 | 02/16/2011 | 04/19/2011 |
|---|---|---|---|
| Mary Chapa | √ | √ | |
| Leland Enochs | √ | √ | √ |
| Clarence Tolliver | √ | √ | √ |

# City of Taylor
## Boards and Committee Application

**PLEASE TYPE OR PRINT CLEARLY:**

Name Leland R. Enochs

Address (Residence and Mailing)

1907 Meadow Ridge Drive

Taylor, Texas 76574

How long at this residence? 24 years

Phone (Home) 512-352-5076

Cell Phone 512-964-9136

Fax 512-365-5556

Email lelandenochs@gmail.com

Occupation Attorney

Employer Self employed

Address 700 N. Main Street

City Taylor, Texas 76574

Work Phone 512-352-3626

Business owner? ☒ Yes ☐ No

Additional information?

A list of Boards and Commissions and their meeting dates and times is included on the back of this form. Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at http://www.ci.taylor.tx.us for a complete roster of committee appointees.

List the Board or Commission you are applying for: Civil Service Commission

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

**APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR.** *(*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)*

I hereby swear and affirm that the information provided above is true and correct

Signature [signature] Date June 1, 2011

*City Council Meeting*
*June 9, 2011*
*Agenda Item Transmittal*

**Agenda Item #:** **6**

**Agenda Title:** Consider introducing Ordinance 2011-18 repealing Ordinance 76-14 regarding city landfills.

**Council Action to be taken:** Introduce Ordinance 2011-18

**Initiating Department:** **City Administration**

**Staff Contact:** **Jeff Straub, Assistant City Manager**

## 1. INTRODUCTION/PURPOSE

To amend city code of ordinances to reflect current practices.

## 2. DESCRIPTION/ JUSTIFICATION

Ordinance 76-14 was passed by the City Commission in 1976 to establish procedures and set costs for use of the City Landfill that had been located in southeast Taylor. In that this landfill no longer exists, staff requests Council repeal this ordinance. This is a 'housekeeping item.'

## 3. FINANCIAL/BUDGET

## 4. TIMELINE CONSIDERATIONS

ASAP

## 5. RECOMMENDATION

Staff recommends introduction and subsequent approval of the ordinance that will repeal Ordinance 76-14.

## 6. REFERENCE FILES

6a Ordinance 2011-18
6b Ordinance 76-14 original

**ORDINANCE NO.2011-18**

**AN ORDINANCE REPEALING ORDINANCE 76-14 WHICH ORDINANCE PRESCRIBED RATES AND CHARGES FOR USE OF CITY LANDFILLS, SANITARY LANDFILLS AND DUMPS; PRESCRIBING SAVINGS AND REPEALER CLAUSES;**

WHEREAS, the City of Taylor, Texas, enacted Ordinance 76-14 October 26, 1976, wherein rates and charges for use of City landfills, sanitary landfills, and dumps were prescribed; and

WHEREAS, the City does not operate landfills, sanitary landfills, or City dumps as stated in Ordinance 76-14; and

WHEREAS, the City Council has determined that Ordinance 76-14 should repealed in the interest of the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TAYLOR:**

SECTION 1. All of the facts recited in the preamble to this Ordinance are hereby found by the City Council to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied herein verbatim.

SECTION 2. Ordinance 76-14 is hereby repealed in all respects.

SECTION 3. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of this Ordinance to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Taylor, Texas, declares that it would have passed each and every part of this Ordinance notwithstanding the omission of any part declared to be invalid or unconstitutional.

SECTION 4. All other ordinances, parts of ordinances or resolutions in conflict with this Ordinance are hereby repealed to the extent of any such conflict.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Taylor, Texas, on the 9th day of June, 2011.

**PASSED, APPROVED and ADOPTED** on this the 23rd day of June, 2011.

______________________________
DON HILL, MAYOR

**ATTEST:**

______________________________
SUSAN BROCK, CITY CLERK

**APPROVED AS TO FORM:**

______________________________
TED W. HEJL, CITY ATTORNEY

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Susan Brock, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2011-18, passed and approved by the City Council of the City of Taylor, Texas, on the day of June, 2011, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this 23rd day of June, 2011.

___________________________
SUSAN BROCK
CITY CLERK

76-14

AN ORDINANCE

PRESCRIBING LAND FILL CHARGES AND/OR RATES FOR THE USE OF THE SANITARY LANDFILL AREAS OPERATED BY THE CITY OF TAYLOR, PRESCRIBING THE TIME AND PLACE FOR PAYMENT FOR SUCH SERVICES, PROVIDING A SAVINGS CLAUSE, REPEATING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, PROVIDING A PENALTY UPON CONVICTION FOR VIOLATION HEREOF, A FINE OF NOT LESS THAT $1.00 NOR MORE THAN $200.00, AND DECLARING AN EMERGENCY IN ITS ENACTMENT.

BE IT ORDAINED BY THE CITY OF TAYLOR:

Section 1. Effective as of the date of the passage hereof, there shall be charged for the use of dumping trash or other refuse or substance in the Sanitary Landfills of the City of Taylor, except for those local industries or businesses which use the City Dump or Landfill area located Southeast of Taylor which is provided for in Section 2 hereof, the following rates, to-wit:

| Size of vehicle | Charge |
|---|---|
| Non-Compactor Vehicles | |
| Passenger cars-Station wagons | $ 1.00 |
| 1/2 ton pickup trucks and small 2-wheel trailers | $ 2.00 |
| Other trucks up to 2 ton pickup trucks and small 2-wheel trailers with sideboards, 4-wheel trailers | $ 4.00 |
| 2 1/2 ton trucks | $ 6.00 |
| 2 1/2 ton to 3 ton trucks | $ 10.00 |
| 3 ton to 5 ton trucks | $ 15.00 |
| 5 ton and over | $ 18.00 |
| Compactor Vehicles | |
| 20 cubic yards or less | $ 18.00 |
| 21 cubic yards to 35 cubic yards | $ 21.00 |
| 36 cubic yards to 50 cubic yards | $ 25.00 |
| Over 50 cubic yards | $ 30.00 |

Section 2. The rates for the local industries or businesses which use the City Dump or Landfill located Southeast of Taylor shall be determined by the City Manager of the City of Taylor on a fair and equitable basis

which shall take into account the frequency and quantity of usage. Such rates as promulgated by the City Manager shall be made known to the regular users as soon as possible after the rates have been determined. It is understood that such rates as originally set by the City Manager may be changed from time to time by the City Manager to insure that such rates will be fair and equitable and in order to avoid financial loss to the City of Taylor for providing such services.

Section 3. With respect to the use of the Sanitary Landfill by citizens of the City of Taylor currently paying for garbage and trash services, other than those engaged in industry or a commercial business for which the rates shall be set as provided in Section 2 hereof, such persons shall be admitted to the landfill areas without charge for the purpose of dumping trash upon presentation of a current City of Taylor Utility Bill or upon verification of an established current account by the landfill attendant.

Section 4. Payment by all other users except those whose rates are set as provided in Section 2 hereof shall be made by coupons obtained in the office of the City Clerk of the City of Taylor~~,~~ or such other place as may be designated by the City Manager, it being understood that the method of purchase of such coupons shall be established by the City Manager.

Except for those users presenting a current City of Taylor Utility Bill as prescribed in Section 3 hereof, or upon verification of an established current account by the landfill attendant, no vehicle will be admitted and no trash received unless payment is made therefor by coupons as herein provided, except those vehicles of industries or businesses established pursuant to Section 2 hereof.

Section 5. With respect to the payment for usage for all the local industries or businesses whose rates are established pursuant to Section 2 hereof, the City Clerk shall make monthly bills to such users on or about the first day of each calendar month and all of such accounts shall be payable at the City Hall in Taylor, Texas, on or before the tenth day of the same calendar month. If any statement is not paid on or before the tenth day of such calendar month, a penalty of ten per cent (10%) of the amount of the total applicable bill shall be added to the amount of such bill and will have to be paid at the same time as such monthly bill. Unless such statement is paid within twenty days from the date of said statement, it is understood that the City shall discontinue to provide dumping or landfill services to such person or entity and no admittance to the dump or landfill areas shall be permitted until such statement is paid.

Section 6. If any part or parts of this ordinance shall be held to be invalid for any reason, such invalidity shall not affect the ramaining parts of this ordinance and all provisions hereof not held to be invalid shall continue and remain in full force and effect.

Section 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent that same are in conflict herewith.

Section 8. Any person who violates any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction therefor shall be fined in any sum not less than One Dollar ($1.00) and no more than Two Hundred Dollars ($200.00).

Section 9. The fact that certain minor changes are deemed necessary to the ordinance adopted on October 1, 1976, and should be made without delay, and as indicated as in such prior ordinance, the fact that the Budget of the City of Taylor for the fiscal year beginning October 1, 1976 and ending September 30, 1977, was based upon adequate rates being placed in effect and the fact that such ordinance has been adopted and that the revenues which will be generated by this landfill ordinance are necessary to meet such Budget and to provide for the daily operations of the City of Taylor and it's various departments creates a public necessity for the general welfare of the City of Taylor and all it's citizens and this ordinance is, therefore, adopted as an emergency measure and the rules prohibiting passage of an ordinance on the date on which same is introduced and requiring three separate readings thereof be and the same are hereby suspended as to this ordinance and this ordinance shall take effect immediately from and after it's passage.

PASSED, APPROVED and ADOPTED AS AN EMERGENCY MEASURE BY THE UNANIMOUS VOTE OF ALL OF THE COMMISSIONERS OF THE CITY OF TAYLOR this the 26th day of October, A. D. 1976.

CALVIN T. JANAK, CHAIRMAN,
BOARD OF COMMISSIONERS OF THE
CITY OF TAYLOR

ATTEST:

CITY CLERK

# *City Council Meeting*
# *June 9, 2011*
# *Agenda Item Transmittal*

**Agenda Item #:** **7**

**Agenda Title:** **Consider awarding contract for Sloan Street project.**

**Council Action to be taken:** Award contract as per recommendation.

**Initiating Department:** **Public Works**

**Staff Contact:** **Danny Thomas, Director of Public Works**
**Casey Sledge, Consulting Engineer**

## 1. INTRODUCTION/PURPOSE

The Sloan Street Project bids/proposals were opened on April 28, 2011 at 2:00 PM, through the Competitive Sealed Proposal process. Five (5) proposals were received and we are familiar with all of the top proposers.

## 2. DESCRIPTION/ JUSTIFICATION

The Sloan Street Project was originally slated to occur with 1998 General Obligation funds. However, due to a budget shortfall, this project was postponed and will now utilize the 2010 Certificates of Obligation for funding with Atkins Engineering Inc. as the design engineers. (CIP 634) This project includes the rebuild of Sloan Street from 2nd Street to West Lake Drive.

Proposals were evaluated and scored based on set criteria. The Base bid including an alternate is $1,803,937.00 from Patin Construction L.L.C., who scored highest overall with their proposal.

## 3. FINANCIAL/BUDGET

Funding from 2010 CO'S $1,803,937.00

## 4. TIMELINE CONSIDERATIONS

Upon approval from Council, a letter to proceed will be sent within 30 days. Depending on the $2^{nd}$ Street Project and other factors, the timeframe for the project's completion will be approximately 330 days, weather permitting.

## 5. RECOMMENDATION

Staff recommends awarding the project to Patin Construction L.L.C. for a total bid of $1,803,937.00.

## 6. REFERENCE FILES

7a. Sloan Street Bid Tab
7b. Sloan Street Scoring
7c. Sloan Street Letter of Recommendation

ATKINS

**CITY OF TAYLOR**
**Sloan Street - Base Bid**
**Bid Date 4/28/11**

| | | | | | Cash Construction | | Patin Construction | | Joe Bland Construction | | Smith Contracting | | Austin Engineering | | Avg | Low | High |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Item No.** | **Specification** | **Description** | **Quantity/Unit** | | **Unit Cost** | **Total Cost** | **Unit Cost** | **Total Cost** | **Unit Cost** | **Total Cost** | **Unit Cost** | **Total Cost** | **Unit Cost** | **Total Cost** | | | |
| | **MISCELLANEOUS IMPROVEMENTS** | | | | | | | | | | | | | | | | |
| 1 | TxDOT 100 | Preparing Right of Way - General | 35 | STA | $2,350.00 | $82,250.00 | $1,000.00 | $35,000.00 | $764.00 | $26,740.00 | $4,657.00 | $162,995.00 | $7,850.00 | $274,750.00 | $3,324.20 | $764.00 | $7,850.00 |
| 2 | TxDOT 160 | Furnishing and Placing Topsoil | 2,500 | SY | $1.00 | $2,500.00 | $2.00 | $5,000.00 | $7.00 | $17,500.00 | $2.00 | $5,000.00 | $3.00 | $7,500.00 | $3.00 | $1.00 | $7.00 |
| 3 | TxDOT 162 | Sodding for Erosion Control | 2,500 | SY | $3.80 | $9,500.00 | $3.00 | $7,500.00 | $6.50 | $16,250.00 | $8.00 | $20,000.00 | $6.00 | $15,000.00 | $5.46 | $3.00 | $8.00 |
| 4 | TxDOT 500 | Mobilization | 1 | LS | $36,000.50 | $36,000.50 | $130,000.00 | $130,000.00 | $74,000.00 | $74,000.00 | $55,000.00 | $55,000.00 | $65,000.00 | $65,000.00 | $72,000.10 | $36,000.50 | $130,000.00 |
| 5 | TxDOT 502 | Barricades, Signs and Traffic Handling | 1 | LS | $17,000.00 | $17,000.00 | $15,000.00 | $15,000.00 | $17,000.00 | $17,000.00 | $20,000.00 | $20,000.00 | $15,000.00 | $15,000.00 | $16,800.00 | $15,000.00 | $20,000.00 |
| 6 | TxDOT 560 | Mailbox Assembly (Metal) Remove and Replace | 36 | EA | $200.00 | $7,200.00 | $200.00 | $7,200.00 | $200.00 | $7,200.00 | $230.00 | $8,280.00 | $215.00 | $7,740.00 | $209.00 | $200.00 | $230.00 |
| 7 | TxDOT 560 | Mailbox Assembly (Stone/Brick) Remove and Replace | 4 | EA | $600.00 | $2,400.00 | $600.00 | $2,400.00 | $600.00 | $2,400.00 | $2,000.00 | $8,000.00 | $1,000.00 | $4,000.00 | $960.00 | $600.00 | $2,000.00 |
| 8 | TxDOT 560 | Mailbox Assembly (Cast Iron) Remove and Replace | 2 | EA | $250.00 | $500.00 | $400.00 | $800.00 | $700.00 | $1,400.00 | $1,000.00 | $2,000.00 | $500.00 | $1,000.00 | $570.00 | $250.00 | $1,000.00 |
| 9 | TxDOT 560 | Mailbox Assembly (Plastic) Remove and Replace | 1 | EA | $100.00 | $100.00 | $200.00 | $200.00 | $300.00 | $300.00 | $500.00 | $500.00 | $135.00 | $135.00 | $247.00 | $100.00 | $500.00 |
| 10 | TxDOT 644 | Relocate Roadside Sign Assemblies | 20 | EA | $300.00 | $6,000.00 | $200.00 | $4,000.00 | $320.00 | $6,400.00 | $300.00 | $6,000.00 | $300.00 | $6,000.00 | $284.00 | $200.00 | $320.00 |
| 11 | TxDOT 506 | Silt Fence | 6,000 | LF | $2.00 | $12,000.00 | $2.00 | $12,000.00 | $1.90 | $11,400.00 | $2.00 | $12,000.00 | $3.00 | $18,000.00 | $2.18 | $1.90 | $3.00 |
| 12 | TxDOT 1042 | Tree Protection Fence (Chain Link) | 23 | EA | $300.00 | $6,900.00 | $100.00 | $2,300.00 | $200.00 | $4,600.00 | $60.00 | $1,380.00 | $350.00 | $8,050.00 | $202.00 | $60.00 | $350.00 |
| 13 | TxDOT 1042 | Tree Protection (Wood Slats) | 40 | EA | $150.00 | $6,000.00 | $100.00 | $4,000.00 | $100.00 | $4,000.00 | $75.00 | $3,000.00 | $150.00 | $6,000.00 | $115.00 | $75.00 | $150.00 |
| 14 | TxDOT 5009 | Curb Inlet Protection | 6 | EA | $70.00 | $420.00 | $200.00 | $1,200.00 | $78.00 | $468.00 | $75.00 | $450.00 | $70.00 | $420.00 | $98.60 | $70.00 | $200.00 |
| 15 | TxDOT 506 | Stabilized Construction Entrance | 2 | EA | $1,500.00 | $3,000.00 | $600.00 | $1,200.00 | $800.00 | $1,600.00 | $1,000.00 | $2,000.00 | $1,000.00 | $2,000.00 | $980.00 | $600.00 | $1,500.00 |
| 16 | TxDOT 402 | Trench Safety | 9,341 | LF | $0.50 | $4,670.50 | $1.00 | $9,341.00 | $1.00 | $9,341.00 | $1.00 | $9,341.00 | $2.00 | $18,682.00 | $1.10 | $0.50 | $2.00 |
| 17 | | SWPPP Preparation and Implementation | 1 | LS | $2,000.00 | $2,000.00 | $2,000.00 | $2,000.00 | $1,400.00 | $1,400.00 | $1,500.00 | $1,500.00 | $2,000.00 | $2,000.00 | $1,780.00 | $1,400.00 | $2,000.00 |
| | | | | | | **$198,441.00** | | **$239,141.00** | | **$201,999.00** | | **$317,446.00** | | **$451,277.00** | | | |
| | **PAVING** | | | | | | | | | | | | | | | | |
| 18 | TxDOT 247 | 12" Crushed Limestone Flexible Base | 1,000 | SY | $15.00 | $15,000.00 | $17.00 | $17,000.00 | $31.00 | $31,000.00 | $12.00 | $12,000.00 | $20.00 | $20,000.00 | $19.00 | $12.00 | $31.00 |
| 19 | TxDOT 247 | 18" Crushed Limestone Flexible Base | 15,000 | SY | $21.00 | $315,000.00 | $19.00 | $285,000.00 | $29.00 | $435,000.00 | $19.00 | $285,000.00 | $30.00 | $450,000.00 | $23.60 | $19.00 | $30.00 |
| 20 | TxDOT 354 | 2.5" HMAC - Type C | 12,000 | SY | $11.00 | $132,000.00 | $13.00 | $156,000.00 | $13.00 | $156,000.00 | $13.10 | $157,200.00 | $13.00 | $156,000.00 | $12.62 | $11.00 | $13.10 |
| 21 | TxDOT 529 | Concrete Curb and Gutter | 6,750 | LF | $10.00 | $67,500.00 | $12.00 | $81,000.00 | $16.00 | $108,000.00 | $12.00 | $81,000.00 | $12.25 | $82,687.50 | $12.45 | $10.00 | $16.00 |
| 22 | TxDOT 529 | Concrete Valley Gutter | 10 | EA | $2,500.00 | $25,000.00 | $3,500.00 | $35,000.00 | $1,900.00 | $19,000.00 | $3,100.00 | $31,000.00 | $2,550.00 | $25,500.00 | $2,710.00 | $1,900.00 | $3,500.00 |
| 23 | TxDOT 530 | Remove & Replace Driveway (Residential) | 45 | EA | $1,200.00 | $54,000.00 | $1,500.00 | $67,500.00 | $1,900.00 | $85,500.00 | $1,600.00 | $72,000.00 | $2,000.00 | $90,000.00 | $1,640.00 | $1,200.00 | $2,000.00 |
| 24 | TxDOT 530 | Remove & Replace Driveway (Commercial) | 15 | EA | $2,300.00 | $34,500.00 | $2,500.00 | $37,500.00 | $4,000.00 | $60,000.00 | $3,760.00 | $56,400.00 | $3,100.00 | $46,500.00 | $3,132.00 | $2,300.00 | $4,000.00 |
| 25 | TxDOT 531 | Sidewalks | 11,800 | SF | $4.00 | $47,200.00 | $4.00 | $47,200.00 | $6.50 | $76,700.00 | $5.00 | $59,000.00 | $3.90 | $46,020.00 | $4.68 | $3.90 | $6.50 |
| 26 | TxDOT 531 | Sidewalk Ramps | 6 | EA | $1,000.00 | $6,000.00 | $600.00 | $3,600.00 | $1,600.00 | $9,600.00 | $1,300.00 | $7,800.00 | $880.00 | $5,280.00 | $1,076.00 | $600.00 | $1,600.00 |
| | | | | | | **$696,200.00** | | **$729,800.00** | | **$980,800.00** | | **$761,400.00** | | **$921,987.50** | | | |
| | **DRAINAGE** | | | | | | | | | | | | | | | | |
| 27 | TxDOT 464 | RCP - Class III - 24" | 24 | LF | $47.00 | $1,128.00 | $130.00 | $3,120.00 | $67.00 | $1,608.00 | $50.00 | $1,200.00 | $80.00 | $1,920.00 | $74.80 | $47.00 | $130.00 |
| 28 | TxDOT 464 | RCP - Class III - 30" | 316 | LF | $60.00 | $18,960.00 | $140.00 | $44,240.00 | $101.00 | $31,916.00 | $60.00 | $18,960.00 | $85.00 | $26,860.00 | $89.20 | $60.00 | $140.00 |
| 29 | TxDOT 464 | RCP - Class IV - 30" | 352 | LF | $63.00 | $22,176.00 | $140.00 | $49,280.00 | $108.00 | $38,016.00 | $70.00 | $24,640.00 | $92.00 | $32,384.00 | $94.60 | $63.00 | $140.00 |
| 30 | TxDOT 464 | RCP - Class IV - 36" | 3 | LF | $80.00 | $240.00 | $300.00 | $900.00 | $118.00 | $354.00 | $120.00 | $360.00 | $215.00 | $645.00 | $166.60 | $80.00 | $300.00 |
| 31 | COA 510 | RCP - Class III - 12" with Headwall | 40 | LF | $52.00 | $2,080.00 | $120.00 | $4,800.00 | $150.00 | $6,000.00 | $80.00 | $3,200.00 | $125.00 | $5,000.00 | $105.40 | $52.00 | $150.00 |
| 32 | TxDOT 465 | TYIIR 15' Curb Inlet | 4 | EA | $6,500.00 | $26,000.00 | $3,500.00 | $14,000.00 | $7,300.00 | $29,200.00 | $4,750.00 | $19,000.00 | $4,500.00 | $18,000.00 | $5,310.00 | $3,500.00 | $7,300.00 |
| 33 | TxDOT 465 | Storm Sewer Manhole | 1 | EA | $4,000.00 | $4,000.00 | $5,000.00 | $5,000.00 | $2,800.00 | $2,800.00 | $3,500.00 | $3,500.00 | $3,000.00 | $3,000.00 | $3,660.00 | $2,800.00 | $5,000.00 |
| 34 | TxDOT 436 | 5" Concrete Rip Rap w/Toe | 80 | SY | $95.00 | $7,600.00 | $45.00 | $3,600.00 | $62.00 | $4,960.00 | $54.00 | $4,320.00 | $62.00 | $4,960.00 | $63.60 | $45.00 | $95.00 |
| | | | | | | **$82,184.00** | | **$124,940.00** | | **$114,854.00** | | **$75,180.00** | | **$92,769.00** | | | |
| | **WATER** | | | | | | | | | | | | | | | | |
| 35 | COA 510 | Single Water Service Connection | 900 | LF | $48.00 | $43,200.00 | $45.00 | $40,500.00 | $60.00 | $54,000.00 | $52.00 | $46,800.00 | $60.00 | $54,000.00 | $53.00 | $45.00 | $60.00 |
| 36 | COA 510 | Double Water Service Connection | 75 | LF | $70.00 | $5,250.00 | $80.00 | $6,000.00 | $55.00 | $4,125.00 | $70.00 | $5,250.00 | $120.00 | $9,000.00 | $79.00 | $55.00 | $120.00 |
| 37 | COA 510 | 8" PVC DR-14 Water Line | 3,581 | LF | $37.00 | $132,497.00 | $42.00 | $150,402.00 | $47.00 | $168,307.00 | $70.00 | $250,670.00 | $50.00 | $179,050.00 | $49.20 | $37.00 | $70.00 |
| 38 | COA 511 | 8" Gate Valve | 12 | EA | $1,600.00 | $19,200.00 | $1,500.00 | $18,000.00 | $2,500.00 | $30,000.00 | $1,700.00 | $20,400.00 | $1,600.00 | $19,200.00 | $1,780.00 | $1,500.00 | $2,500.00 |
| 39 | COA 511 | 6" Gate Valve | 1 | EA | $1,200.00 | $1,200.00 | $1,200.00 | $1,200.00 | $2,200.00 | $2,200.00 | $1,200.00 | $1,200.00 | $1,000.00 | $1,000.00 | $1,360.00 | $1,000.00 | $2,200.00 |
| 40 | COA 511 | 2" Air Release Valve | 1 | EA | $2,200.00 | $2,200.00 | $2,000.00 | $2,000.00 | $7,000.00 | $7,000.00 | $3,000.00 | $3,000.00 | $3,000.00 | $3,000.00 | $3,440.00 | $2,000.00 | $7,000.00 |
| 41 | COA 511 | 5-1/4" Fire Hydrant Assembly w/ 6" GV | 8 | EA | $4,000.00 | $32,000.00 | $5,000.00 | $40,000.00 | $5,000.00 | $40,000.00 | $3,500.00 | $28,000.00 | $4,500.00 | $36,000.00 | $4,400.00 | $3,500.00 | $5,000.00 |
| 42 | COA 511 | Reconnect Existing Fire Hydrant | 1 | EA | $2,000.00 | $2,000.00 | $2,000.00 | $2,000.00 | $1,800.00 | $1,800.00 | $1,500.00 | $1,500.00 | $1,300.00 | $1,300.00 | $1,720.00 | $1,300.00 | $2,000.00 |
| 43 | COA 510 | Adjust Existing Valve Castings | 1 | EA | $100.00 | $100.00 | $1,000.00 | $1,000.00 | $10,000.00 | $10,000.00 | $3,200.00 | $3,200.00 | $1,000.00 | $1,000.00 | $3,060.00 | $100.00 | $10,000.00 |
| | | | | | | **$237,647.00** | | **$261,102.00** | | **$317,432.00** | | **$360,020.00** | | **$303,550.00** | | | |
| | **WASTEWATER** | | | | | | | | | | | | | | | | |
| 44 | COA 510 | 8" PVC SDR-26 WWL | 75 | LF | $32.00 | $2,400.00 | $50.00 | $3,750.00 | $43.00 | $3,225.00 | $90.00 | $6,750.00 | $45.00 | $3,375.00 | $52.00 | $32.00 | $90.00 |
| 45 | COA 510 | 12" PVC SDR-26 WWL | 3,400 | LF | $40.00 | $136,000.00 | $60.00 | $204,000.00 | $56.00 | $190,400.00 | $80.00 | $272,000.00 | $65.00 | $221,000.00 | $60.20 | $40.00 | $80.00 |
| 46 | COA 506 | 4' Dia. Wastewater Manhole | 12 | EA | $3,600.00 | $43,200.00 | $3,500.00 | $42,000.00 | $2,800.00 | $33,600.00 | $5,000.00 | $60,000.00 | $3,000.00 | $36,000.00 | $3,580.00 | $2,800.00 | $5,000.00 |

| | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 47 | COA | 510 | Wastewater Service Line | 1,700 | LF | $38.00 | $64,600.00 | $30.00 | $51,000.00 | $21.00 | $35,700.00 | $50.00 | $85,000.00 | $25.00 | $42,500.00 | $32.80 | $21.00 | $50.00 |
| 48 | COA | 506 | Adjust Existing Manholes (to be abandoned) | 4 | EA | $500.00 | $2,000.00 | $500.00 | $2,000.00 | $700.00 | $2,800.00 | $500.00 | $2,000.00 | $1,500.00 | $6,000.00 | $740.00 | $500.00 | $1,500.00 |
| | | | | | | | **$248,200.00** | | **$302,750.00** | | **$265,725.00** | | **$425,750.00** | | **$308,875.00** | | | |
| | | | Owner Allowance (include in base bid) | | | | **$30,000.00** | | **$30,000.00** | | **$30,000.00** | | **$30,000.00** | | **$30,000.00** | | | |
| | | | **Total Base Bid (Words and Figures)** | | | | **$1,492,672.00** | | **$1,687,733.00** | | **$1,910,810.00** | | **$1,969,796.00** | | **$2,108,458.50** | | | |
| | **BID ALTERNATE - DRAINAGE (STA. 12+33.50 to END)** | | | | | | | | | | | | | | | | | |
| 49 | TxDOT | 464 | RCP - Class III - 24" | 956 | LF | $47.00 | $44,932.00 | $108.00 | $103,248.00 | $67.00 | $64,052.00 | $50.00 | $47,800.00 | $60.00 | $57,360.00 | $66.40 | $47.00 | $108.00 |
| 50 | TxDOT | 465 | TYIIR 15' Curb Inlet | 2 | EA | $6,500.00 | $13,000.00 | $3,500.00 | $7,000.00 | $7,300.00 | $14,600.00 | $4,500.00 | $9,000.00 | $4,500.00 | $9,000.00 | $5,260.00 | $3,500.00 | $7,300.00 |
| 51 | TxDOT | 465 | Storm Sewer Manhole | 1 | EA | $4,000.00 | $4,000.00 | $5,000.00 | $5,000.00 | $2,100.00 | $2,100.00 | $3,500.00 | $3,500.00 | $1,500.00 | $1,500.00 | $3,220.00 | $1,500.00 | $5,000.00 |
| 52 | TxDOT | 402 | Trench Safety | 956 | LF | $1.00 | $956.00 | $1.00 | $956.00 | $1.00 | $956.00 | $1.00 | $956.00 | $2.00 | $1,912.00 | $1.20 | $1.00 | $2.00 |
| | | | | | | | **$62,888.00** | | **$116,204.00** | | **$81,708.00** | | **$61,256.00** | | **$69,772.00** | | | |
| | | | **Bid Alternate Total** | | | | **$62,888.00** | | **$116,204.00** | | **$81,708.00** | | **$61,256.00** | | **$69,772.00** | | | |
| | | | **Total Base Bid + Bid Alternate** **(Words and Figures)** | | | | **$1,555,560.00** | | **$1,803,937.00** | | **$1,992,518.00** | | **$2,031,052.00** | | **$2,178,230.50** | | | |

# Sloan Street Rehab

## SELECTION CRITERIA SCORING SHEET

| # | CRITERIA | Cash Construction | Patin Construction | Joe Bland Construction | Smith Contracting | Austin Engineering |
|---|---|---|---|---|---|---|
| 1 | Background, Experience, Qualifications, Safety (30 points) | 0 | 19 | 25 | 0 | 25 |
| 2 | Proposed Plan, Schedule, Quality Control Program (30 points) | 0 | 20 | 25 | 0 | 25 |
| 3 | Price (40 points) | 40.0 | 26.9 | 12.0 | 8.0 | 0.0 |
| | **TOTAL (100 points max)** | **40** | **65** | **62** | **8** | **50** |

| # | CRITERIA | Cash Construction | Patin Construction | Joe Bland Construction | Smith Contracting | Austin Engineering |
|---|---|---|---|---|---|---|
| 1 | Background, Experience, Qualifications, Safety (30 | 0 | 22 | 25 | 0 | 26 |
| 2 | Proposed Plan, Schedule, Quality Control Program (30 | 0 | 20 | 24 | 0 | 24 |
| 3 | Price (40 points) | 40.0 | 26.9 | 12.0 | 8.0 | 0.0 |
| | **TOTAL (100 points max)** | **40** | **69** | **61** | **8** | **50** |

**Atkins North America, Inc.**
6504 Bridge Point Parkway, Suite 200
Austin, Texas 78730

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Fax: +1.512.327.2453

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June 3, 2011

Mr. Danny Thomas
Director of Public Works
400 Porter Street
Taylor, Texas 76574

**RE: Sloan Street Rehabilitation (CIP Project #634)**
**Letter of Recommendation**

Dear Mr. Thomas:

The bids for the above mentioned project have been evaluated. It is the selection committee's recommendation to award the construction contract for the above mentioned project to Patin Construction LLC. Patin Construction LLC has a base bid of $1,687,733.00 and a total bid including the alternate of $1,803,937.00.

Sincerely,

Dan J. Brown, PE
Project Manager

Cc: Casey Sledge, PE
Project File

# *City Council Meeting*
# *June 9, 2011*
# *Agenda Item Transmittal*

| | |
|---|---|
| **Agenda Item #:** | **8** |
| **Agenda Title:** | Consider Emergency Services Agreement with Williamson County |
| **Council Action to be taken:** | Approve or Deny |
| **Initiating Department:** | Fire Department |
| **Staff Contact:** | Chief Pat Ekiss |

## 1. INTRODUCTION/PURPOSE

Historically, jurisdictions and Emergency Service Districts (ESD's) that provided first responder EMS services alongside Williamson County Emergency Medical Services (EMS) were reimbursed a portion of their expenses annually by the County. Our research indicates that for some unknown reason, the City of Taylor was never included in these contractual agreements and thusly never received an annual payment for services rendered. Staff recognized this deficiency and began work several months ago to include the City of Taylor and its Fire Department as active participants in the development and acceptance of a new contract through the Williamson County Fire Chiefs Association. The agreement addresses first responder service (responding with an ambulance on emergency medical calls) *within the city limits of Taylor, Texas.*

## 2. DESCRIPTION/ JUSTIFICATION

We are already providing medical first response and have been doing so for many years. First Responder programs insure rapid arrival of medically trained personnel for critical medical calls. Firefighters begin basic patient care prior to the arrival of EMS and then remain on scene to assist with additional care, patient loading and, occasionally, riding to the hospital to assist the Paramedics with critical care patients. The contractual agreement offers compensation for a service that is already being given to our citizens by the Taylor Fire Department.

## 3. FINANCIAL/BUDGET

Utilizing the formula in the agreement, the total amount of funding to be paid to the City of Taylor is $13,998.00. The amount will be paid in two equal payments, one upon the receipt of the signed agreement and the other will be paid on or before September 30, 2011.

## 4. TIMELINE CONSIDERATIONS

We are already providing the service. Entering into the agreement offers some reimbursement for cost associated with a service currently provided.

## 5. RECOMMENDATION

Staff recommends approval.

## 6. REFERENCE FILES

8a. Agreement Between Williamson County Texas and Williamson County Emergency Services Organizations.

# AGREEMENT BETWEEN WILLIAMSON COUNTY TEXAS AND WILLIAMSON COUNTY EMERGENCY SERVICE ORGANIZATIONS

THIS EMERGENCY SERVICE ORGANIZATION AGREEMENT ("Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS ("Williamson County") and the following named Williamson County Emergency Service Organizations, acting through their governing bodies: WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICTS NOS. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 each being a separate emergency service district created and described under Chapter 775 of the Texas Health and Safety Code; the CITY OF CEDAR PARK, TEXAS; the CITY OF GEORGETOWN, TEXAS; the CITY OF LEANDER, TEXAS; the CITY OF ROUND ROCK, TEXAS; the CITY OF TAYLOR, TEXAS; the BARTLETT VOLUNTEER FIRE DEPARTMENT; the COUPLAND VOLUNTEER FIRE DEPARTMENT; the FLORENCE VOLUNTEER FIRE DEPARTMENT; the GRANGER VOLUNTEER FIRE DEPARTMENT; the; JARRELL VOLUNTEER FIRE DEPARTMENT; the JOLLYVILLE VOLUNTEER FIRE DEPARTMENT; the SAM BASS VOLUNTEER FIRE DEPARTMENT; the TAYLOR VOLUNTEER FIRE DEPARTMENT; the THRALL VOLUNTEER FIRE DEPARTMENT; and the WEIR VOLUNTEER FIRE DEPARTMENT (being collectively referred to herein as the "Emergency Service Organization(s)" or "ESO").

## I.
## Obligations of Emergency Service Organizations

To ensure that all of the parties hereto are treated equally while providing the emergency services that are needed by individuals in the county, Williamson County and the Emergency Service Organizations agree to establish minimum services that must be provided by each agency.

### A. Services provided by Emergency Service Organizations

Each of the Emergency Service Organizations shall provide and/or participate in the following:

1. Medical First Response
2. Participation in one or more of the following:
   - Hazardous Material Team
   - Swift Water Team
   - Technical Rescue Team
   - County Resource Coordination
   - Incident Management Team

### B. Emergency Service Organizations Performance Standards

To measure the quality of service provided and ensure that those receiving funds are meeting national requirements set for emergency service organizations, the following standards must be met and maintained in order to be eligible for funding from Williamson County.

Each of the Emergency Service Organizations must:

1. Meet National Incident Management System ("NIMS") requirements by having department personnel complete the necessary training courses as established by the Federal Emergency Management Agency. Annually, each of the Emergency Service Organizations shall provide a letter confirming all organization personnel are current with necessary NIMS requirements. In the event an ESO is unable to provide a letter due to having personnel that is not current with necessary NIMS requirements, such ESO must provide a letter explaining why the personnel is not current and provide a reasonable date in which the personnel will become compliant.
2. Through active participation in the Williamson County Fire Chiefs Association and its committees, assist in developing guidelines for safety procedures that each ESO could apply in order to be able to adhere to National Standards during emergency events.
3. Each ESO must respond or have, in writing, an agreement with other agencies to respond when the primary agency is not available. Each ESO's response shall be made in accordance with the approved dispatch policy, which requires a minimum of 80% call response of the calls for service initiated in the agency's response district.

### C. Emergency Medical Service Involvement

Each ESO hereby agrees and acknowledges that Williamson County E.M.S. shall be the 911 Emergency Medical Services provider within each of the Emergency Service Organizations' jurisdictions.

Emergency Service Organizations shall operate a first responder program under the Williamson County Medical Director; participate in jointly developed quality assurance and quality improvement programs, credentialing programs and training programs. These programs will be provided and developed in conjunction with the Williamson County Medical Director, Williamson County EMS and members of the Williamson County Fire Chiefs Association.

As part of this Agreement, emergency medical services supplies shall be exchanged between Williamson County and the Emergency Service Organizations on a one for one basis used on a medical call.

## II.
## Prevention and Investigation

Williamson County will support and assist fire departments of the Emergency Services Organizations with establishing a working relationship with the Williamson County Sheriff's Office and the Williamson County Constable Offices in relation to arson investigations. To the extent that such agencies are able to provide arson investigators and resources related to arson investigations, such agencies will endeavor to assist Fire Investigators from the fire departments of the Emergency Services Organizations with fire investigations.

## III.
## Reimbursement Formula and Consideration

In consideration of the agreements made herein and the services performed by the Emergency Service Organizations, Wilco agrees to reimburse each ESO an amount of money based on the following reimbursement formula (the "Formula"):

1. Two Hundred Dollars ($200) for each square mile of an ESO district; plus
2. Seventy Cents ($.70) for each person that resides in the district covered by the ESO.

The amount of reimbursement shall be adjusted annually in order to take into account population changes within each ESO's district. The amount of the funding shall be set on or before August 1st of each year prior to the year of disbursement with the amount being divided into two separate installments, with the first installment being paid in the spring (prior to April 1st) and the second installment being paid in the fall (prior to September 30th) of each year during the term of this Agreement.

The population in an ESO's district shall be determined by using a three (3) people per one (1) living unit ratio; provided, however, in no event shall any ESO's district population exceed the officially adopted total population set forth by the Texas State Data Center.

Each year during the term of this Agreement, Williamson County shall also provide Twenty Thousand Dollars ($20,000) to the Williamson County Fire Chiefs Association. Such funds shall be solely expended on support training programs and coordination efforts of the Williamson County Fire Chiefs Association in relation to the provision of emergency services in Williamson County, Texas. These funds are payable at the beginning of each fiscal budget year of Williamson County.

The parties to this Agreement hereby agree that the initial term of this Agreement shall be executed to have begun as of October 1st, 2010, with the end of the initial term being September 30, 2011. Any reimbursement and/or consideration due as of the time this Agreement is fully executed by all parties hereto shall be paid by Williamson County to each ESO within thirty (30) day from the date of the last party's execution hereof provided that such ESO has been in compliance with the terms and conditions of this Agreement since October 1, 2010.

## IV.
## Failure to Meet Conditions; Suspension of Funding and Termination

If any of the Emergency Service Organizations commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), Williamson County shall deliver written notice of such breach to the breaching Emergency Service Organization. Such notice must specify the nature of the breach and inform the breaching Emergency Service Organization that unless the breach is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate the breaching Emergency Service Organization. If the breaching Emergency Service Organization begins a good faith attempt to cure the breach within thirty (30) days, then and in that instance the thirty (30) day period may be extended by Williamson County, so long as the breaching Emergency Service Organization continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the breach. Williamson County may suspend all funding that may be due to the breaching Emergency Service Organization until which time that the breaching Emergency Service Organization cures the Event of Breach.

If, in the opinion of Williamson County, the breaching Emergency Service Organization does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the breach, such Emergency Service Organization shall be deemed to be in breach and Williamson County may deliver written notice to the breaching Emergency Service Organization and Governing Body which specifies the following:

1. Nature and description of the breach;
2. Date on which the original thirty (30) day notice of the breach was tendered to the breaching Emergency Service Organization;
3. Description of the failure of the breaching Emergency Service Organization to cure timely; and
4. The effective date of the termination of the Emergency Service Organization.

Following the effective date of termination of an Emergency Service Organization, such terminated Emergency Service Organization shall no longer receive any funding or any other rights, privileges or benefits under this Agreement. Furthermore, a terminated Emergency Service Organization shall, within thirty (30) day of the effective date of termination, be obligated to reimburse Williamson County for all amounts of funding that Williamson County provided to the terminated Emergency Service Organization during the fiscal year in which the termination occurs.

In the event that a governing body of any of the Emergency Service Organizations fails to ratify and execute this Agreement or any subsequent amendments, Williamson County may suspend any funding to such Emergency Service Organizations until such time as approval and/or ratification is obtained.

In the event that an ESO, other than an ESO that is a municipal fire department or emergency service district, is terminated as set forth above, the Williamson County Commissioners Court, upon a review and receipt of an advisory recommendation by the Williamson County Fire Chiefs Association, may request another ESO to cover and respond to all or parts of the response district of the terminated ESO. The agency accepting such terminated ESO's response district or portions thereof would be entitled to an appropriate share of funds from Williamson County based on the reimbursement Formula set forth in this Agreement. Such share of funds shall start on the next scheduled payment.

## V.
## Right to Withdraw

Any party to this Agreement has the right to withdraw from this Agreement by providing express written notice of its decision to withdraw to Williamson County and to all other Emergency Service Organizations at least ninety (90) days prior to its projected withdrawal date. Following the effective date of a party's withdrawal, such withdrawing party shall no longer receive any future funding or any other rights, privileges or benefits under this Agreement. If an ESO should withdraw prior to receipt of an upcoming installment payment, such ESO shall only be allowed to receive a pro rata portion of the next installment payment based on the period of time that such ESO actually provided services.

## VI.
## Term of Agreement; And Effective Date

As set forth herein, the initial term of this Agreement shall be deemed to be effective as of October 1, 2010 and shall continue until September 30, 2011. Each term of this Agreement shall be for one (1) year and shall automatically renew each year thereafter for one (1) year terms unless notification of an ESO's intent to not renew is sent to all other parties at least ninety (90) days prior to the last day of the then current term.

Each ESO acknowledges that Williamson County shall also have the right not to renew this Agreement provided that Williamson County sends notice of its intent not to renew to all Emergency Service Organizations at least ninety (90) days prior to the last day of the then current term.

The parties are subject to the rights of termination and suspension as contained herein.

## VII.
## Related Agreements

The parties to this Agreement acknowledge that there may be existing mutual aid agreements and/or other related agreement between the parties relating to the provision of emergency services. The parties to this Agreement do not intend for the terms or conditions of this agreement to supplant, terminate or otherwise affect the terms and conditions of any other agreements between any of the parties hereto.

## VIII.
## Relationship of the Parties

The parties to this Agreement shall act in individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of any other party for any purposes whatsoever.

The parties to this Agreement shall act in accordance with the policies, ordinances, and procedures established by the parties' own governing body. All claims for Workers' Compensation benefits arising out of this Agreement shall be the sole responsibility of the party who is the general employer of the employee or volunteer filing such claim. At no time shall the employees or volunteers of another party be considered to the borrowed servants or on loan to any other party to this Agreement. Each party hereto shall hold all other parties harmless from all liability for injuries or damages to persons or property that might occur as a result of the act or omission of an act of the employees or volunteers of such party. Furthermore, any civil liability that results from the acts of a party hereto or from the acts of any of its employees, volunteers, agents, officers or representatives shall remain the sole responsibility of the party that causes such civil liability.

## IX.
## Miscellaneous Provisions

A. **Funds Owed County.** If an Emergency Service Organization becomes obligated to pay or reimburse funds to Williamson County under this Agreement or under any other agreement with Williamson County, the governing body of such Emergency Service Organization hereby agrees and does assign to Williamson County any property tax payments, which come into the possession of Williamson County and that would otherwise be due such Emergency Service Organization and/or its governing body, so that all amounts of funding that is owed to Williamson County is paid to Williamson County.

B. **Breach of Other Agreements.** If an Emergency Service Organization and/or its governing body is in breach of any other agreement to which Williamson Count is a party, Williamson County may suspend all funding under this Agreement to such Emergency Service Organization until which time that the breach is cured.

C. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of all parties shall be construed and enforced in accordance therewith. All parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be valid and enforceable.

D. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

E. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any party hereto, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Each party hereto does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

F. **Assignment.** The rights and duties of the party parties hereto may not be assigned or delegated without the prior written consent of all parties. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

G. **Compliance with Applicable Laws.** All parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority.

H. **Non-Appropriation and Fiscal Funding.** The obligations of the parties under this Agreement do not constitute a general obligation or indebtedness of any party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Williamson County shall have the right to terminate this Agreement at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

I. **Execution in Multiple Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original, and all of which shall be considered as one original fully executed as of the date when all parties have executed an identical counterpart, notwithstanding the fact that all signatures may not appear on the same counterpart.

J. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. The parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this Agreement has been made by any party, or its respective officers, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement to be effective as of the 1st day of October, 2011.

**EMERGENCY SERVICE ORGANIZATIONS:**

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1**

By: ______________________________________

Printed Name: ____________________________

Representative Capacity: ____________________

Date: _______________ ____, 20___

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2**

By: ______________________________________

Printed Name: ____________________________

Representative Capacity: ____________________

Date: _______________ ____, 20___

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3**

By: ______________________________________

Printed Name: ____________________________

Representative Capacity: ____________________

Date: _______________ ____, 20___

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4**

By: ______________________________________

Printed Name: ____________________________

Representative Capacity: ____________________

Date: ________________ _____, 20___

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 5**

By: ______________________________________

Printed Name: ____________________________

Representative Capacity: ____________________

Date: ________________ _____, 20___

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 6**

By: ______________________________________

Printed Name: ____________________________

Representative Capacity: ____________________

Date: ________________ _____, 20___

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 7**

By: ______________________________________

Printed Name: ____________________________

Representative Capacity: ____________________

Date: ________________ _____, 20___

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 8**

By: ______________________________

Printed Name: ______________________

Representative Capacity: ________________

Date: ______________ ____, 20___

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 9**

By: ______________________________

Printed Name: ______________________

Representative Capacity: ________________

Date: ______________ ____, 20___

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 10**

By: ______________________________

Printed Name: ______________________

Representative Capacity: ________________

Date: ______________ ____, 20___

**CITY OF CEDAR PARK, TEXAS**

By: ______________________________

Printed Name: ______________________

Representative Capacity: ________________

Date: ______________ ____, 20___

**CITY OF GEORGETOWN, TEXAS**

By: ______________________________________

Printed Name: ____________________________

Representative Capacity: ____________________

Date: ________________ _____, 20___

**CITY OF LEANDER, TEXAS**

By: ______________________________________

Printed Name: ____________________________

Representative Capacity: ____________________

Date: ________________ _____, 20___

**CITY OF ROUND ROCK, TEXAS**

By: ______________________________________

Printed Name: ____________________________

Representative Capacity: ____________________

Date: ________________ _____, 20___

**CITY OF TAYLOR, TEXAS**

By: ______________________________________

Printed Name: ____________________________

Representative Capacity: ____________________

Date: ________________ _____, 20___

**BARTLETT VOLUNTEER FIRE DEPARTMENT**

By: ______________________________

Printed Name: ______________________

Representative Capacity: ________________

Date: ____________ ____, 20___

**COUPLAND VOLUNTEER FIRE DEPARTMENT**

By: ______________________________

Printed Name: ______________________

Representative Capacity: ________________

Date: ____________ ____, 20___

**FLORENCE VOLUNTEER FIRE DEPARTMENT**

By: ______________________________

Printed Name: ______________________

Representative Capacity: ________________

Date: ____________ ____, 20___

**GRANGER VOLUNTEER FIRE DEPARTMENT**

By: ______________________________

Printed Name: ______________________

Representative Capacity: ________________

Date: ____________ ____, 20___

**JARRELL VOLUNTEER FIRE DEPARTMENT**

By: ____________________________________

Printed Name: ___________________________

Representative Capacity: __________________

Date: _______________ ____, 20___

**JOLLYVILLE VOLUNTEER FIRE DEPARTMENT**

By: ____________________________________

Printed Name: ___________________________

Representative Capacity: __________________

Date: _______________ ____, 20___

**SAM BASS VOLUNTEER FIRE DEPARTMENT**

By: ____________________________________

Printed Name: ___________________________

Representative Capacity: __________________

Date: _______________ ____, 20___

**TAYLOR VOLUNTEER FIRE DEPARTMENT**

By: ____________________________________

Printed Name: ___________________________

Representative Capacity: __________________

Date: _______________ ____, 20___

**THRALL VOLUNTEER FIRE DEPARTMENT**

By: ____________________________________

Printed Name: ___________________________

Representative Capacity: ___________________

Date: _______________ ____, 20___

**WEIR VOLUNTEER FIRE DEPARTMENT**

By: ____________________________________

Printed Name: ___________________________

Representative Capacity: ___________________

Date: _______________ ____, 20___

**WILLIAMSON COUNTY:**

By: ______________________________________

Printed Name: ____________________________

Representative Capacity: ____________________

Date: ________________ ____, 20___

*City Council Meeting*
*June 9, 2011*
*Agenda Item Transmittal*

**Agenda Item #:** **9**

**Agenda Title:** **Executive Session**. (Economic Development)

**Council Action to be taken:** Adjourn into Closed session.

**Initiating Department:** City Administration

**Staff Contact:** **Jim D. Dunaway, City Manager**

## 1. INTRODUCTION/PURPOSE

## 2. DESCRIPTION/ JUSTIFICATION

The Taylor City Council will conduct a closed meeting under Section 551.087 of the Texas Government Code which allows such a closed meeting and which Rules conflict with the Texas Open Meetings Act.

## 3. FINANCIAL/BUDGET

## 4. TIMELINE CONSIDERATIONS

## 5. RECOMMENDATION

## 6. REFERENCE FILES

9a. Executive Session form

# TAYLOR CITY COUNCIL
# CERTIFIED AGENDA - EXECUTIVE SESSION

1. <u>OPEN MEETING ANNOUNCEMENT</u>

The City of Taylor City Council convened in Open Session, declared a quorum on June 9, 2011 and has posted an Official Agenda indicating the need for an Executive Session. The Council will now adjourn into Executive Session pursuant to the Texas Open Meetings Act, Government Code Section:

| | | |
|---|---|---|
| [x] | 551.071 | To consult with its attorney regarding a matter in which the duty of the attorney to the City conflicts with the Open Meetings Act. |
| [ ] | 551.072 | To conduct deliberations regarding the purchase, exchange, lease, or value of real property. |
| [ ] | 551.074 | Regarding personnel matters |
| [x] | 551.087 | Regarding economic development negotiations and considering financial or other incentives to a business prospect that the City seeks to have locate in or near the City of Taylor. |

Any action resulting from the Executive Session will be taken in Open Session immediately following the Executive Session.

2. <u>BACK TO OPEN SESSION</u>

The time is now __________ and we will reconvene into Open Session. No action or vote was taken on any matter discussed in Executive Session.

CERTIFICATION

I, Donald Hill, Mayor of the City of Taylor, do hereby certify that this Agenda of an Executive Session of the City Council is a true and correct record of the proceedings.

WITNESS my hand this the 9th day of June, 2011.

______________________________
Don Hill, Mayor

***City Council Meeting***
***June 9, 2011***
***Agenda Item Transmittal***

**Agenda Item #:** **10**

**Agenda Title:** Executive Session.

**Council Action to be taken:** Consult with City Attorney

**Initiating Department:** City Administration

**Staff Contact:** **Jim D. Dunaway, City Manager**
**Ted Hejl, City Attorney**

## 1. INTRODUCTION/PURPOSE

This Executive Session is called to consult with City Attorney.

## 2. DESCRIPTION/ JUSTIFICATION

The Taylor City Council will conduct a closed meeting under Section 551.071 of the Texas Government Code in order to meet with its City Attorney on a matter in which the duty of the Attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas authorize and allow such a closed meeting and which Rules conflict with the Texas Open Meetings Act.

## 3. FINANCIAL/BUDGET

## 4. TIMELINE CONSIDERATIONS

## 5. RECOMMENDATION

## 6. REFERENCE FILES

9a. Executive Session form

# TAYLOR CITY COUNCIL
# CERTIFIED AGENDA - EXECUTIVE SESSION

1. OPEN MEETING ANNOUNCEMENT

The City of Taylor City Council convened in Open Session, declared a quorum on June 9, 2011 and has posted an Official Agenda indicating the need for an Executive Session. The Council will now adjourn into Executive Session pursuant to the Texas Open Meetings Act, Government Code Section:

| | | |
|---|---|---|
| [x] | 551.071 | To consult with its attorney regarding a matter in which the duty of the attorney to the City conflicts with the Open Meetings Act. |
| [ ] | 551.072 | To conduct deliberations regarding the purchase, exchange, lease, or value of real property. |
| [ ] | 551.074 | Regarding personnel matters |
| [x] | 551.087 | Regarding economic development negotiations and considering financial or other incentives to a business prospect that the City seeks to have locate in or near the City of Taylor. |

Any action resulting from the Executive Session will be taken in Open Session immediately following the Executive Session.

2. BACK TO OPEN SESSION

The time is now __________ and we will reconvene into Open Session. No action or vote was taken on any matter discussed in Executive Session.

CERTIFICATION

I, Donald Hill, Mayor of the City of Taylor, do hereby certify that this Agenda of an Executive Session of the City Council is a true and correct record of the proceedings.

WITNESS my hand this the 9th day of June, 2011.

______________________________
Don Hill, Mayor